

NEAL GERBER EISENBERG & LURIE

208 SOUTH LA SALLE STREET  
CHICAGO, ILLINOIS 60604  
(312) 269-8000

INTERSTATE COMMERCE COMMISSION

DEC 12 1988 1-0 5 PM

RECORDATION NO. 8598-9 Filed 1425

December 6, 1988

EARL N. MELAMED  
(312) 269-8012

TELECOPIER  
(312) 269-1747

INTERSTATE COMMERCE COMMISSION

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

DEC 12 1988 1-0 5 PM

Interstate Commerce Commission  
Washington, D.C. 20423

8598-9 8-347A072

Attention: Ms. Mildred Lee  
Room 2303

DEC 12 1988  
26<sup>00</sup>  
WASH DC

Dear Ms. Lee:

We transmit to you herewith by certified mail for recordation, pursuant to 49 U.S.C. Section 11303, an original and two certified counterparts of the Seventh Supplemental Trust Agreement (the "Supplemental Agreement"), by and between Union Tank Car Company, 39 South LaSalle Street, Chicago, Illinois, 60603 (the "Company") and Manufacturers Hanover Trust Company, 600 Fifth Avenue, New York, New York 10020 (the "Bank") as Trustee, which amends the Equipment Trust (Series 14) dated as of December 1, 1976, between the Company and the Bank. The Supplemental Agreement evidences the substitution under said Equipment Trust of railroad cars, more fully described in Schedule A attached hereto.

Also enclosed for recordation is an original and two certified counterparts of a Bill of Sale to the Company from the Bank, which Bill of Sale relates to the railroad cars in respect of which the aforesaid substitution was made. The Equipment covered by the Bill of Sale is more fully described in Schedule B attached hereto. The Bill of Sale releases the Equipment from the encumbrance created by the Equipment Trust.

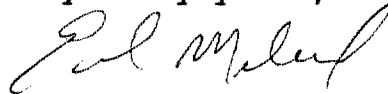
The Supplemental Agreement and the Bill of Sale should be recorded as supplements to the Equipment Trust dated as of December 1, 1976, which was recorded with your office and assigned recordation number 8598. We enclose herewith our check in the amount of \$26.00 payable to the Interstate Commerce Commission to cover the recordation fees.

DEC 12 1988  
1-0 5 PM  
WASH DC

NEAL GERBER EISENBERG & LURIE  
Interstate Commerce Commission  
Page 2  
December 6, 1988

Please return the original copy of the Supplemental Agreement and the Bill of Sale to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Earl N. Melamed".

Earl N. Melamed

ENM:jo  
Enclosures

**Interstate Commerce Commission**  
**Washington, D.C. 20423**

12/13/88

OFFICE OF THE SECRETARY

Earl N. Melamed  
Neal Gerber Eisenberg & Lurie  
208 South LaSalle St.  
Chicago, Illinois 60604

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/12/88 at 1:05pm, and assigned recordation number(s). 8598-P & 8598-Q

Sincerely yours,

*Narta L. McLee*

Secretary

Enclosure(s)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

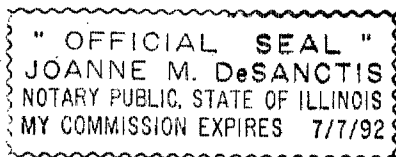
INTERSTATE COMMERCE COMMISSION  
DEC 12 1988 1:05 PM  
RECORDATION NO. 8578 Filed 12/12/88

**CERTIFICATE**

The undersigned, Joanne M. DeSanctis, a Notary Public in and for said County, states that she compared the attached copy of the Seventh Supplemental Trust Agreement dated the 15th day of November, 1988, with the original document, and certifies that it is a true and correct copy in all respects.

IN WITNESS WHEREOF, the undersigned has hereunto affixed her signature and notarial seal this 16<sup>th</sup> day of December, 1988.

Joanne M. DeSanctis  
Notary Public



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INTERSTATE COMMERCE COMMISSION  
DEC 12 1988 1:05 PM

SEVENTH SUPPLEMENTAL TRUST AGREEMENT

REGISTRATION NO. 8598-8

Filed 1425

THIS SEVENTH SUPPLEMENTAL TRUST AGREEMENT dated as of October 17, 1988, by and between UNION TANK CAR COMPANY, a corporation duly organized and existing under the laws of the State of Delaware (the "Company"), and MANUFACTURERS HANOVER TRUST COMPANY, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, Union Tank Car Company has heretofore executed and delivered to the Trustee a Trust Agreement dated as of December 1, 1976 (the "Trust Agreement"), providing for the issue of its Equipment Certificates (Series 14); and

WHEREAS, the Company desires to comply with Section 5.06 of the Trust Agreement by the execution of a supplement thereto, to evidence the inclusion of Equipment as a part of the Trust Equipment under the Trust Agreement;

NOW, THEREFORE, in consideration of the premises and of the sum of One Dollar to it duly paid by the Trustee upon the execution of these presents, the receipt whereof is hereby acknowledged, the Company covenants and agrees with the Trustee for the equal and proportionate benefit of the respective holders from time to time of the Trust Certificates as follows:

ARTICLE ONE

Substitution of Equipment

The Equipment described in Schedule A hereto is hereby substituted for the Equipment specifically described in Schedule A of the Trust Agreement and Schedule B hereto.

ARTICLE TWO

Substituted Equipment Subject to Trust Agreement

The Equipment described in Schedule A hereto is hereby included as part of the Trust Equipment under the Trust Agreement and is and shall be subject to all the terms and conditions of the Trust Agreement in all respects as though it had been part of the Trust Equipment specifically described in the Trust Agreement. The Equipment described in Schedule B hereto is hereby removed from the list of Trust Equipment under the Trust Agreement and is no longer subject to any provisions of the Trust Agreement.

### ARTICLE THREE

#### Concerning the Trustee

The Trustee accepts the provisions of this Supplemental Trust Agreement but only upon the terms and conditions set forth in the Trust Agreement as amended. Without limiting the generality of the foregoing, the Trustee assumes no responsibility for the correctness of the recitals herein contained, which shall be taken as the statements of the Company. The Trustee makes no representations and shall have no responsibility as to the validity of this Supplemental Trust Agreement.

### ARTICLE FOUR

#### Miscellaneous Provisions

Except as hereby expressly provided, the Trust Agreement is in all respects ratified and confirmed, and all the terms, provisions and conditions thereof shall be and remain in full force and effect.

The Supplemental Trust Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Company and the Trustee have caused this Supplemental Trust Agreement to be duly executed by their respective officers thereunto duly authorized and their respective corporate seals, duly attested, to be hereunto affixed, all as of the date and year first above written.

UNION TANK CAR COMPANY

By: \_\_\_\_\_

*R. C. Gluth*  
R. C. Gluth, Executive  
Vice President

ATTEST: \_\_\_\_\_

*Robert W. Webb*  
Robert W. Webb, Secretary

MANUFACTURERS HANOVER TRUST COMPANY

By: \_\_\_\_\_

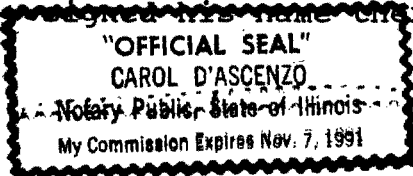
*J. C. Knight*  
ASST. VICE PRESIDENT

ATTEST: \_\_\_\_\_

*Conrad P. Baxter*  
Trust Officer

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On the 21<sup>ST</sup> day of October, 1988, before me personally came R.C. Gluth, to me known, who, being by me duly sworn, did depose and say that he is the Executive Vice President of UNION TANK CAR COMPANY, one of the corporations described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.



Carol D'Ascenzo  
Notary Public

STATE OF NY )  
 ) SS  
COUNTY OF Queens )

On the 15 day of November, 1988, before me personally came T. C. KNIGHT, to me known, who being by me duly sworn, did depose and say that he is a ASST. VICE PRESIDENT of MANUFACTURERS HANOVER TRUST COMPANY, described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Michael F. Kiely  
Notary Public

MICHAEL F. KIELY  
Notary Public, State of New York  
No. 414910115  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires October 26, 1989



PROGRAM ACTB1025

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT  
SCHEDULE A - DESCRIPTION OF EQUIPMENT TRUST  
FOR SUBSTITUTION

RUN DATE: 07/29/88

CERTIFICATE TRUST SERIES: R014

QUANTITY	A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
3	C214	5,701	UTCX57643, UTCX57669-UTCX57670
5	C214	5,800	UTCX46248-UTCX46252
2	T565	20,000	900112-900113
<hr/>			
10	TOTAL		

PROGRAM ACB1027

UNION TANK CAR COMPANY - TREASURERS DEPARTMENT  
SCHEDULE B - DESCRIPTION OF EQUIPMENT TRUST  
FOR SUBSTITUTION - TERMINATED CARS

RUN DATE: 07/29/88

CERTIFICATE TRUST SERIES: RCL4

QUANTITY	A.A.R. MECHANICAL DESIG. CODE	CAPACITY IN GALLONS	ROAD NUMBERS
6	BOX T	70	BC11841392, BC11841496-BC11841497, BC11841557, BC11841569, BC11841581
11	GONT	100	UNPX102328, UNPX102400, UNPX102452, UNPX102479, UNPX102504, UNPX102513, UNPX102518-UNPX102519, UNPX102533, UNPX102558, UNPX102596
1	LOC	4,750	UTCX44361
1	TA	12,000	12843
2	TM	13,400	70001, 77522
1	TM	14,500	12392
1	TM	16,000	77197
2	TM	17,000	72058, 72327
3	TM	20,000	638, 40342, 71492
1	TM	23,500	71442
2	TM	30,000	40761, 72321
1	TP	17,300	27963
2	TP	24,690	96121, 96215
34	TOTAL		